

## **HIGH RISK WORK BY CONTRACTORS ON THE ARGONNE SITE SUPPLEMENTAL CONDITIONS**

### **1. NOTICE TO PROCEED**

This contract is designated as high risk. The contractor shall not commence work under this contract unless and until the contractor receives a notice to proceed issued by the Procurement Representative.

### **2. INDEMNITY**

- A. The Contractor shall indemnify and hold Argonne National Laboratory, The University of Chicago, the United States Government, and their officers, trustees, agents, servants, and employees, jointly and severally harmless against any loss or damage (including loss or damage from any personal injuries or death of persons, and loss of or damage to property), and any expense in connection therewith (including expenses of litigation, together with attorneys' fees incident thereto) arising out of or connected with the performance of work under this contract by the Contractor, its subcontractors, and their agents, representatives, servants, and employees.
- B. The Contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a statement concerning such injury, damage, or loss in such detail as the Laboratory may require.

### **3. INSURANCE**

- A. The Contractor shall have and maintain during the life of this contract the following insurance coverage, provided by an insurance carrier rated "A" or better by A.M. Best:

	<u>TYPE OF INSURANCE</u>	<u>MINIMUM COVERAGE</u>		
		<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1.	Comprehensive General Liability	\$1,000,000	\$2,000,000	\$500,000
2.	Automobile Liability	\$1,000,000	\$2,000,000	\$500,000
3.	Workman's Compensation	Statutory		
4.	Employer's Liability (sometimes referred to as "1(b)" coverage)	\$500,000	\$500,000	

- B. All policies, excluding Workman's Compensation, shall provide by appropriate language that The University of Chicago and the United States Government are additional insureds; that the insurance afforded by such policies is primary insurance; and, that all rights of the insurer for contribution from other insurers of The University of Chicago and the United States Government are waived.
- C. In the event that the work authorized by this contract has been designated as "High Risk" by the Laboratory, The Contractor agrees to deliver to the Laboratory before any work is performed hereunder, certificates of the insurance companies as to the particulars of the insurance coverage above referred to, and such certificates shall contain a provision that such insurance will not be canceled, changed or allowed to lapse in the policies except upon not less than ten (10) days prior notice thereof to the Laboratory.

### **4. ENVIRONMENT, SAFETY AND HEALTH**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and members of the public, and to protect the environment. This includes compliance with all the applicable environment, safety and health regulations and requirements, including reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 29 of the Code of Federal Regulations (CFR) including but not limited to parts 1910 and 1926, Title 40 CFR, Protection of Environment, and 49 CFR, Transportation as well as other applicable state, federal, and local regulations. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and

the corrective action to be taken, which may include suspension of employees from the site. After receipt of such notice, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal and contractual rights of DOE or the Laboratory, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor shall be without prejudice to any other legal or contractual rights of the Government/Laboratory. In the event that the Laboratory Procurement Official issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Laboratory Procurement Official. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause. In the event the Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, such work stoppage. The contractor shall assure that all its employees and all subcontractors are aware of and are following the contractor's job safety analysis as well as all regulations in this clause.

The Laboratory Procurement Official, the Laboratory Technical Representative, Project Manager, Laboratory ESH Representatives, and the Manager, Department of Energy, Argonne Group have the authority to stop work activity which is deemed to be in imminent danger of causing a fatality or serious injury.

**A. Reporting Requirements**

1. All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing 911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone. The accident must be reported immediately to the Technical Representative. In addition, the form ESH-197, "Argonne National Laboratory Accident/Incident Investigation Report" shall be submitted to the Technical Representative within 24 hours. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, utility failure, tornado sighting, possible contamination incident, or toxic or flammable material spill or release.
2. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.

**B. Job Safety Analysis (JSA)**

1. The contractor must submit within ten (10) days and have approved, prior to the pre-job meeting, a job safety analysis which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) are to be submitted as part of this analysis. (A sample JSA form was provided in the solicitation documents.)
2. Specific procedures in the areas of fall protection, excavation, trenching, confined space, and hoisting and rigging are required as job conditions dictate. Plans to address these activities must be submitted and approved prior to starting work. Names and qualifications of competent persons as defined by OSHA must be submitted for approval a minimum of seven (7) days prior to the start of those activities. Approval must be obtained prior to starting any job activity requiring an OSHA-defined competent person.
3. The contractor's ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to their starting work. The orientation as a minimum shall include a review of the JSA, all related permits and plans and a review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. The signature list shall be submitted to the Laboratory at the end of the first work day and throughout the duration of the contract when signatures are added.
4. The Job Safety Analysis must be formally revised to incorporate any changes determined during this work. The revisions must be approved prior to the activity taking place. All employees affected by any revisions shall be notified and advised by the contractor.

C. Environmental Plan

To the extent required by the project scope of work, an Environmental Plan shall be prepared by the contractor. Within ten (10) days or sooner after the award of the contract, the contractor shall submit an Environmental Plan which complies with the applicable environmental requirements. The requirements will be detailed in the project specifications. The plan must be approved by the Laboratory Environment, Safety and Health Division before the work can begin.

The Environmental Plan must be reviewed if any changes are made to the project work scope. If revisions are required the Plan shall be updated by the contractor and approved by the Laboratory prior to the activity taking place.

D. Contractor ES&H Representative

Contractors shall designate and identify a competent member of their organization whose duty shall be the implementation of the contractor's ES&H program on the Laboratory site.

1. The contractor shall submit the names and qualifications of the Contractor ESH Representative and alternates to the Laboratory for approval prior to assignment of duties.
2. The Contractor ESH Representative shall attend the pre-job meeting and be present at all times work is being performed on site. If the Contractor ESH Representative must be off site, the contractor shall notify the Laboratory of an alternate.
3. Duties include, but are not limited to: enforcing the company safety program as well as ANL requirements, providing job specific safety orientation, prevention of accidents, investigation of incidents/accidents, making daily inspections and reporting safety related information.
4. The Contractor ESH Representative must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.

E. Environment, Safety and Health Documentation

The contractor shall submit the following documents, certificates, etc. as required:

1. Equipment inspection documentation required by 29 CFR 1926, Subpart N must be with the equipment and shall be approved by the Laboratory prior to use. This includes personnel lifts, cranes, augers, suspended scaffolds, winches, spreader beams, and lifting devices.
2. If the contractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the Contractor must comply with 29 CFR 1926, and supply a list of the names of employees who will administer first aid or CPR, along with current certification. This list shall be part of the Job Safety Analysis.
3. Material Safety Data Sheets (MSDs) must be maintained by the contractor at the job site. MSDs for all products and materials brought on site shall be accessible to all workers on the job site. In addition, all MSDs must be submitted as part of the Job Safety Analysis.
4. Pressure vessel certificates per 29 CFR 1926.29 must be submitted and approved prior to use.
5. Documentation of employee training and/or proof of proficiency required by OSHA shall be submitted for approval prior to commencement of their work. Examples include CPR certifications, confined space training, competent persons for excavations and scaffolding, and fall protection training.
6. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary environmental licenses and permits.

F. Variances

Requests for exceptions to Laboratory environment, health and safety requirements, contractor's approved Job Safety Analysis, or contractor's approved Environmental Plan must be submitted in writing to the Laboratory. Exceptions shall not be implemented without prior written approval by the Laboratory Procurement Official.

G. ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The training consists of two parts, Contractor Safety Orientation (CSO) provided by the Laboratory and job specific safety orientation conducted by the contractor. The CSO orientation lasts approximately one and one-half hours. This orientation is required on an annual basis. Upon completion of the orientation, each employee will receive a wallet card that must be presented to Laboratory personnel upon request. Failure to show proof of orientation will result in reattendance of CSO the next day that orientation is scheduled. Upon completion of the orientation, a gate pass will be issued to the contractor employee for the duration of their work or for a length of time to be decided by the Technical Representative. This pass is required for site access and is to be used only by the employee whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

H. Equipment and Tool Inspection

All tools and equipment brought on site by the contractor will be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use. Tools and equipment will also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be immediately removed from service, tagged out of service, and taken off site by the contractor by the end of that work shift.

I. Laboratory Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action.

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
2. Possession or illegal use of controlled substances or intoxicants or being under their influence.
3. Indecent behavior of any type.
4. Stealing, misuse or destruction of Laboratory or Government property.
5. Violation of site traffic and parking regulations.
6. Using Laboratory facilities such as the Cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

J. Laboratory Site Safety Requirements

The following requirements must be implemented on the job site and included in the contractor's Job Safety Analysis as appropriate.

1. The Laboratory conducts work through the use of on-site permits. All required permits will be identified to the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry, working hot electrically, open flame, confined space entry, digging, concrete coring, using powder actuated tools, moving Government or Laboratory property off site, and removing asbestos. The contractor shall comply with all restrictions or provision listed on the permits. A permit to bring radioactive sources or x-ray equipment on site must be approved 48 hours in advance. All coring and penetrating equipment shall be properly grounded. The use of power actuated tools is prohibited without a variance and written permission from the ESH Division Director or his representatives. Allow three (3) days to process this variance.
2. All employees shall wear safety glasses with rigid side shields at all times in the work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.102. Safety glasses must be ANSI approved and be marked with the ANSI marking "Z87.1" designation.
3. Hard hats shall be worn at all times in the work area. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the "Z89-1" designation. High voltage exposure work requires hard hats shall meet ANSI Z89.2 standards and bear the "Z89.2" designation.

4. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short (1/4 length) sleeve shirt, long trousers, and hard sole leather work boots providing ankle protection. In addition, any work that presents a greater hazard to the feet or toes requires the use of steel toes or metatarsal guards. Canvas, tennis, or deck shoes are not permitted within a construction work area.
5. Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
6. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
7. Personnel lifts must be equipped with audible motion alarms for movement in any direction. All lifts must be equipped with a safety foot pedal for operation movement.
8. If required by the equipment manufacturer, roll-over protection structures shall be provided. Any modifications to lifting and hoisting equipment must be approved by the equipment manufacture.
9. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.
10. No alarms, safety devices, etc. will be disabled without Laboratory approval.
11. Lockout/tag-out procedures shall be enforced. ANL maintenance personnel will de-energize systems and initiate lockout/tagout. Contractor personnel must be trained in lockout/tagout prior to participating in lockout/tagout of hazardous energy sources and working on lockout/tagout systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system.
12. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other fire or spark generating work is completed. An open flame permit must be issued by the Laboratory prior to any welding/cutting operations and be posted on site in a conspicuous area at all times and all restrictions followed. Open burning, fire barrels, or other open-flame heating devices having exposed fuel below the flame are prohibited. Flash back preventers are required on oxygen/fuel hoses. Spark arresters shall be provided on all smoke stacks permitting live sparks, or hot material to escape.
13. A "Multi-purpose" Class A-B-C dry chemical fire extinguisher, ten pound (minimum) with a pressure gauge, and current inspection (within last 12 months) shall be within 100 feet of the work area. Existing Laboratory extinguishers within Laboratory buildings can be used to meet this requirement when working inside a Laboratory building. An additional contractor-provided extinguisher is required for each open flame operation.
14. The use of explosives is prohibited without written approval from the Laboratory.
15. Vehicle operators must have an appropriate, valid driver's license when operating vehicles on site.
16. Metal ladders are prohibited.
17. The contractor's competent person performing the daily inspections required by OSHA, such as trench and excavation, ladder, and scaffold inspections shall document each inspection. Such documentation shall be signed and include the date, time, and conditions found. Documentation shall be available for review by the Laboratory for the duration of the project.
18. The Laboratory has a scaffolding tagging system in place and therefore will inspect for approval all scaffolds built by the contractor prior to use. No scaffolding shall be used without the Laboratory approval. The contractor must assign a trained and qualified competent person.

19.       Respiratory Protection

If workers are required to wear respirators, a written respiratory protection program must be submitted to the Laboratory for review and approval.

A written respiratory protection program must be submitted for approval prior to using a respiratory protection device, such as dust/mist masks, including those made of paper, half face air purifying respirators, full face air purifying respirators, any atmosphere supplying respirator.

- a. Medical certification records must be submitted as required by 29 CFR 1910 and 1926. These records must contain the conclusions of a physician regarding the evaluation of the individual employee and consider the employee's physical and psychological ability to use respiratory protection equipment. The records must state whether the employee is able to wear air-purifying respirators, atmosphere supplying respirators, or both. The records must be signed by the evaluating physician and dated within one year of the date of the intended use of the respiratory protection equipment.
- b. Training records must be submitted which document that the employee was trained in and has mastered the training subjects in ANSI Z88.2-1992, Section 7.2. The records must be signed by the trainee and instructor and dated within one year of the date of the intended use of the respiratory protection equipment.
- c. Fit test records must be submitted that document the employee was fit tested by a competent fit tester with reliable testing equipment according to testing requirement of ANSI Z88.2-1980, Section 6.11. The records must document which types (brands and part numbers or materials of construction and size of respirators) provided a satisfactory fit. The employee must be fitted with the respiratory equipment that will be used at the site. The records must be signed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

#### K. Disciplinary Program

The contractor is required to implement a disciplinary program to control poor performance, misconduct, negligence and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will enforce the following Disciplinary Program which includes disciplinary actions up to and including termination of the contract.

The Laboratory will issue verbal warnings to contractors and subcontractors for safety infractions and will issue written citations for more serious or continual infractions. The following progressive program will be implemented in sequential stages based on that quantity of documented safety violations. The previous one year period from the current date will be utilized in determining the quantity of violations.

##### 1. Stage 1 (Verbal Notification)

When a contractor employee is observed to be involved in a safety infraction which is not imminent danger, the employee shall be told of the infraction and the contractor's ES&H representative will be notified of the incident.

##### 2. Stage 2 (First Documented Safety Violation)

After receiving verbal notification, if a contractor employee is observed to be involved in the same safety infraction, or an infraction for which the employee should be cognizant of through his work qualifications, the contractor employee will receive a documented safety violation and the contractor's ES&H representative will receive a copy of the violation.

##### 3. Stage 3 (Second Documented Safety Violation)

Upon receipt of a second documented safety violation, notifications as stated in Stage 2 above shall be completed. In addition, the contractor shall contact the Laboratory to discuss the nature of the violations and the contractor's corrective actions needed to avoid repeated unsafe work practices and the consequences thereof.

##### 4. Stage 4 (Third Documented Safety Violation)

Upon receipt of a third documented safety violation, the contractor employee will be required to return his ANL gate pass and Contractor Safety Orientation card to the Laboratory, and the contractor employee's access to the Laboratory will be suspended for three working days. The contractor's management will be notified of this suspension by the Laboratory's Procurement office. Prior to returning to work at the Laboratory, the contractor employee will be required to attend the Contractor Safety Orientation. In addition, contractor management and the contractor's employee may be required to attend a meeting with Laboratory representatives prior to the employee being permitted access to the Laboratory.

5. Stage 5 (Subsequent Safety Violations)

A subsequent documented safety violation of any nature will be cause to suspend the contractor employee for two weeks. Additional safety violations will be cause for further suspension. Notification and conditions for granting return access to the Laboratory will be as described in Stage 4 above.

6. Imminent Danger

Imminent danger situations include, but are not limited to, working at heights above six feet without fall protection; not locking out, tagging and verifying control of hazardous energy before working; not complying with confined space entry requirements; and entering a trench, excavation or space without control measures in place. When a contractor employee is observed to be involved in a situation which places him/her or others in imminent danger of being seriously injured or killed, progressive discipline will not be enacted. The employee will be suspended from working on the Laboratory site for a period of six months. In addition, the contractor's ES&H representative may be suspended from working on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

7. Contractor's Supervisor, Foreman, and/or ES&H Representatives

The contractor's supervisor, foreman, and/or ES&H representative may receive a documented safety violation notice for failure to enforce safety program requirements. Any contractor's representative who receives a suspension of any kind will not be allowed to continue in the ES&H representative capacity until reinstated by the Laboratory. Any suspension evoked upon a contractor's supervisor, foreman, and/or ES&H representative will start on the day following the documented safety violation to allow the contractor time to arrange for a replacement, unless the violation involves imminent danger which warrants immediate removal from site. The contractor is responsible for submitting for approval, the name and qualifications of a replacement ES&H representative before work will continue. Once an ES&H representative's status has been terminated, it is at the discretion of the Laboratory to determine reinstatement.

8. Cost to the Laboratory

If Laboratory disciplinary action results in suspension of contractor employee(s) including supervisors, foreman, and ES&H representative as discussed above, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

9. Bid List Removal and Disqualification

A contractor's safety performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has failed to implement its JSA and the contractor has shown negligence in enforcing safety compliance on the Laboratory site, the contractor will be removed from the active bid list of contractors and shall not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. For example: Two suspensions in one year and a poor safety record are grounds for disqualification (i.e. removal from active bidders list of contractors). The contractor must request reinstatement after a one year period. The contractor's request must be in writing and include a completed "Argonne National Laboratory Contractor Safety Information Questionnaire", ESH-218.

L. Drug Free Workplace

It is the Laboratory's policy to maintain a drug free workplace. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at the Laboratory while conducting work under this contract. Contractor and subcontractor employees who violate this policy will be subject to disciplinary action, including discharge.

The contractor and all lower tier subcontractors shall abide by the Drug Free Workplace Act of 1988. Anyone performing work under this contract will 1) abide by the terms of this policy; and 2) notify their employer of any drug statute convictions for a violation occurring in the workplace no later than five (5) days after such convictions. The contractor will notify the Laboratory within ten (10) days following receipt of the information from an affected employee. Failure to provide such notification shall be reason for immediate discipline up to and including barring the employee site access.

**5. OZONE-DEPLETING SUBSTANCES**

A. Definitions.

“*Class I substance*,” as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform.

“*Class II substance*,” as used in this clause, means any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

B. As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, as follows:

“WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

*\*The Contractor shall insert the name of the substance(s).*

**6. REFRIGERATION EQUIPMENT AND AIR CONDITIONERS**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.